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ASSIGNMENT OF APPLICATION

Docket Number 22436-708

Whereas, the undersigned:

- | | | | |
|--|-------------------------------------|-----------------------------------|----------------------------------|
| 1. GOLDSZMIDT, Moises
Foster City, CA | 2. SABATA, Bikash
Menlo Park, CA | 3. PALMA, Derek
Union City, CA | 4. RAHA, Amitava
San Jose, CA |
|--|-------------------------------------|-----------------------------------|----------------------------------|

hereinafter termed "Inventors", have invented certain new and useful improvements in

METHODS AND APPARATUS TO CONTROL DELIVERY OF A HOST
INFORMATION SYSTEMS SERVICE LEVELS AND RESPONSE TIMES

- ☒ for which an application for United States Patent was filed on 07/14/2000, Application No. 09/615,677
☐ for which an application for a United States Patent was executed on _____, and

WHEREAS, Peakstone Corporation, a corporation of the State of California, having a place of business at 155A Moffett Park Drive, Suite 210, Sunnyvale, CA 94089, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.


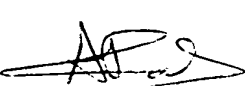
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 08/08/00

 Moises GOLDSZMIDT
Date: 8/8/2000

 Bikash SABATA
Date: 8/8/00

 Derek PALMA
Date: 8/8/2000

 Amitava RAHA